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• Admitted only in Virginia  
• Practice Limited to  
Federal Agencies

June 17, 2005

WRITER'S DIRECT NUMBER:  
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Commissioner for Patents  
PO Box 1450  
Alexandria, VA 22313-1450

Art Unit 2131

Re: U.S. Utility Patent Application  
Application No. 10/664,055; Filed: September 17, 2003  
For: **Interrupt Verification Support Mechanism**  
Inventors: BARRETT *et al.*  
Our Ref: 1875.5100000

Sir:

Transmitted herewith for appropriate action are the following documents:

1. Original executed Power of Attorney from Assignee;
2. Original executed Certificate Under 37 C.F.R. § 3.73(b) with a copy of the Assignment attached; and
3. One (1) return postcard.

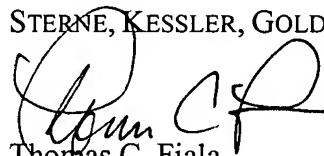
It is respectfully requested that the attached postcard be stamped with the date of filing of these documents, and that it be returned to our courier. In the event that extensions of time are necessary to prevent abandonment of this patent application, then such extensions of time are hereby petitioned.

Commissioner for Patents  
June 17, 2005  
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The U.S. Patent and Trademark Office is hereby authorized to charge any fee deficiency, or credit any overpayment, to our Deposit Account No. 19-0036.

Respectfully submitted,

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.



Thomas C. Fiala  
Attorney for Applicants  
Registration No. 43,610

TCF/mjg  
Enclosures

## POWER OF ATTORNEY FROM ASSIGNEE

**Broadcom Corporation**, a corporation of California, having a principal place of business at 16215 Alton Parkway, Irvine, California 92618-3616, is assignee of the entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), by reason of an Assignment to the Assignee executed on (1) March 8, 2004; (2) February 15, 2001 of an invention known as Interrupt Verification Support Mechanism, (Attorney Docket No. 1875.5100000), which is disclosed and claimed in a patent application of the same title by the inventor(s) (1) Geoff BARRETT; (2) Richard PORTER (said application filed on September 17, 2003 at the U.S. Patent and Trademark Office, having Application Number 10/664,055).

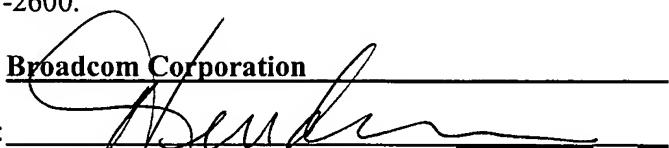
For the purpose of PAIR, the Customer Number is **26111**.

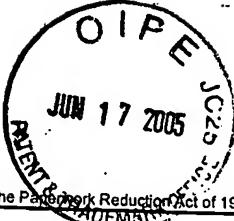
The Assignee hereby appoints the U.S. attorneys associated with **CUSTOMER NUMBER 49579** to prosecute this application and any continuation, divisional, continuation-in-part, or reissue application thereof, and to transact all business in the U.S. Patent and Trademark Office connected therewith. The Assignee hereby grants said attorneys associated with Customer Number 49579 the power to insert on this Power of Attorney any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office.

Send correspondence to:

Customer Number 26111  
STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.  
1100 New York Avenue, N.W.  
Washington, D.C. 20005-3934  
U.S.A.

Direct phone calls to 202-371-2600.

FOR: Broadcom Corporation  
SIGNATURE:   
BY: Dee Henderson  
TITLE: Senior Manager, Intellectual Property Administration  
DATE: May 27, 2005

STATEMENT UNDER 37 CFR 3.73(b)

1875.5100000

Applicant/Patent Owner: Geoff BARRETT et al.Application No./Patent No.: 10/664,055 Filed/Issue Date: September 17, 2003Entitled: Interrupt Verification Support Mechanism

Broadcom Corporation, a corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1.  the assignee of the entire right, title, and interest; or
2.  an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is \_\_\_\_\_ %  
in the patent application/patent identified above by virtue of either:

A.  An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B.  A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

Dee Henderson

Printed or Typed Name

Senior Manager, Intellectual Property Administration

Title

Date

(949)926-5958

Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

## ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventor(s) (1) Geoff BARRETT; (2) Richard PORTER, the undersigned inventor(s) hereby sell(s) and assign(s) to Broadcom Corporation (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

*check applicable box(es)*

for the United States of America (as defined in 35 U.S.C. § 100),  
 and throughout the world,

(a) in the invention(s) known as Interrupt Verification Support Mechanism for which application(s) for patent in the United States of America has (have) been executed by the undersigned on (1) 8 Mar 2004 (2) (also known as United States Application No. 10/664,055, filed September 17, 2003), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

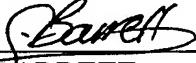
The undersigned inventor(s) agree(s) to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

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The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned hereby grant(s) James D. Bennett, Registration No. 37,550, Jeffrey DeRoy Wheeler, Registration No. 39,066; Noel Benjamin Whitley, Registration No. 42,225; and Harry Shannon Tyson, Jr., Registration No. 42,193, of Broadcom Corporation, 16215 Alton Parkway, Irvine, CA 92618-3616, and Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; Linda E. Alcorn, Esquire, Registration No. 39,588; Lawrence B. Bugaisky, Esquire, Registration No. 35,086; Donald J. Featherstone, Esquire, Registration No. 33,876; Robert C. Millonig, Esquire, Registration No. 34,395; Michael V. Messinger, Esq., Registration No. 37,575; Judith U. Kim, Esq., Registration No. 40,679; Timothy J. Shea, Jr., Esq., Registration No. 41,306; and Patrick E. Garrett, Esq., Registration No. 39,987; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Washington, D.C. 20005-3934 power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

Date: 8 March 2004 Signature of Inventor:   
Geoff BARRETT

Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
Richard PORTER

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**STATEMENT REGARDING CONFIDENTIALITY  
AND INVENTION ASSIGNMENT AGREEMENT**

Attached to this statement is your Confidentiality and Invention Assignment Agreement ("Agreement") with Broadcom UK Ltd (the "Company") and Broadcom Corporation (the "Corporation"). The Company and the Corporation are collectively referred to in this Agreement as the "Group".

Please take your time to review the Agreement carefully. The Agreement contains material restrictions on your right to disclose or use, during or subsequent to your employment, information learned or developed by you during your employment.

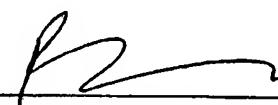
The Group considers this Agreement to be vitally important to the protection of its business. The Group intends to enforce the terms of the Agreement and to seek appropriate injunctions or restraining orders, as well as money damages, should you violate the Agreement.

If you have any questions concerning the Agreement, you may wish to consult an attorney. The employees and agents of the Group are not authorized to, and will not give you legal advice concerning the Agreement.

If you have read and understand the Agreement, and if you agree to its terms and conditions, please return a fully executed copy thereof to the Company, retaining one copy for yourself.

Reviewed and Understood:

Dated: 15<sup>th</sup> FEB 2001

  
(Signature of Employee)

R. PORTER  
(Print Name of Employee)

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## CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT ("Agreement") is entered into on 15 FEB, 2001, between (1) Broadcom UK Ltd (the "Company") and Broadcom Corporation (the "Corporation") and (2) R Porter, ("Employee"). References to the "Group" shall mean the Company and the Corporation.

In consideration of Employee's employment by the Company and the compensation paid to Employee, Employee hereby acknowledges and agrees with the Group as follows:

### **Part 1. Effectiveness**

This Agreement shall become effective on the earlier of (1) the commencement of Employee's employment with the Company, or (2) the date and time at which any Confidential Information (as defined in Section 2.1 below) was or is first disclosed to Employee.

### **Part 2. Protection of the Group's Confidential Information; Noncompetition**

**2.1 Confidential Information.** The Group has and will develop, compile, and own certain proprietary techniques and confidential information that have great value in its business (said techniques and information are referred to in this Agreement collectively as ("Confidential Information"). The Group has and will also have access to Confidential Information of its Clients. ("Clients" shall mean any persons or entities for whom the Group performs services or from whom the Group or Employee obtains information). Confidential Information includes not only information disclosed by the Group or its Clients to Employee in the course of his or her employment, but also information developed or learned by Employee during the course of his or her employment with the Company, such as Inventions (as defined in Section 4.1 below). Confidential Information includes all information that has or could have commercial value or other utility in the business in which the Group or Clients are engaged or in which they contemplate engaging. Confidential Information also includes all information of which the unauthorized disclosure is or could be detrimental to the interests of the Group or Clients, whether or not such information is identified as Confidential Information by the Group or Clients. By example and without limitations, Confidential Information includes any and all information concerning teaching

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techniques, processes, formulas, trade secrets, inventions, discoveries, improvements, research or development and test results, specifications, data, know-how, formats, marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, and customer supplier identities, characteristics and agreements.

**2.2 Protection of Confidential Information.** Employee agrees that at all times during or after his or her employment, he or she will hold in trust, keep confidential, and not disclose to any third party or make use of the Confidential Information of the Group or Clients and in the course of his or her employment with the Company. Employee further agrees not to cause the transmission, removal, or transport of Confidential Information or Inventions from the Company's principal place of business at 320 Bristol Business Park, Coldharbour Lane, Bristol, BS16 1EJ, or such other place of business specified by the Company, without prior written approval of the President of the Company (the "President"). In the event that Employee desires to publish the results of his or her work for the Company through literature or speeches, Employee agrees to submit such literature or speeches to the President at least ten (10) days before dissemination of such information for a determination of whether such disclosure may destroy trade secret status or be highly prejudicial to the interests of the Group or its Clients, or whether disclosure may constitute an invasion of their privacy. Employee agrees not to publish, disclose, or otherwise disseminate such information without prior written approval of the President. Employee acknowledges that he or she is aware that the unauthorized disclosure of Confidential Information of the Group or its Clients may be highly prejudicial to their interests, an invasion of privacy, and an improper disclosure of trade secrets. Whenever the approval, designation, specification, or other act of the President is required under this Agreement, the President may, by written designation, authorize an agent of the Company to perform such act.

**2.3 Noncompetition During Employment.** Except with the express prior written consent of the President, Employee agrees that he or she will not, during the period of his or her employment with the Company; (1) engage in any employment or activity other than for the Company in any business in which the Group is engaged or contemplates engaging; (2) induce any other employee of or consultant to the Company to engage in any such employment or activity; or (3) solicit any Clients or potential Clients of the Company for services similar to those performed by the Company even though not directly competitive with such services.

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### **Part 3. Prior Knowledge and Relationships**

**3.1 Prior Knowledge and Inventions.** Except as disclosed on Schedule A to this Agreement, Employee does not know anything about the Company's Confidential Information, other than the information he or she has learned from the Company. Employee has also disclosed on Schedule A, a complete list of all Inventions proprietary to Employee and which Employee wants to exclude from the application of this Agreement. The Company agrees to receive and hold all such disclosures in confidence.

**3.2 Prior Commitments.** Employee has no other agreements, relationships, or commitments to any other person or entity that conflict with Employee's obligations to the Group under this Agreement.

**3.3 Proprietary Information or Trade Secrets of Others.** Employee will not disclose to the Company, or use, or induce the Company to use, any proprietary information or trade secrets of others. Employee represents and warrants that he or she has returned all property and Confidential Information belonging to all prior employers.

### **Part 4. Assignment of Employee Inventions**

**4.1 Disclosure.** Employee will promptly disclose in writing, to the Company, all discoveries, developments, designs, ideas, improvements, inventions, formulas, programs, devices, processes, techniques, know-how, data and original materials, (whether or not patentable or registerable, under copyright or similar statutes) made, conceived, reduced to practice, or learned by Employee (either alone or jointly with others) during the period of his or her employment, that are related to or useful in the business of the Company, or which result from tasks assigned to Employee by the Company, or from the use of premises owned, leased, or otherwise acquired by the Company, (all of the foregoing are referred to in this Agreement as "Inventions"). As used herein, the term Inventions shall include, without limitation, all notes, records, specifications, flow charts and documentation relating to the Inventions.

**4.2 Assignment of Inventions.** Employee acknowledges and agrees that all Inventions belong to and shall be the sole property of the Company and shall be Inventions of the Company subject to the provisions of this Agreement. Employee irrevocably assigns to the Company all

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right, title, and interest Employee may have or may acquire in and to all Inventions, including, without limitation, copyright, trademark, trade secret, patent and mask work right. Employee acknowledges and agrees that no rights relating to any Invention are reserved to Employee. Employee agrees to sign and deliver to the Company (either during or subsequent to his or her employment) such other documents as the Company considers desirable to evidence or effect the assignment of all rights of Employee, if any, in any Inventions to the Company and the Company's ownership of such Inventions. Any provision in this Agreement requiring Employee to assign rights to an Invention does not apply to any Invention that qualifies under California Labor Code §2870, which section is reproduced in the Written Notification to Employee attached to this Agreement as Schedule B.

**4.3 Power of Attorney.** In the event the Company is unable to secure Employee's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Invention, whether due to mental or physical incapacity or other cause, Employee hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as his or her agent and attorney-in-fact, to act for and in his or her behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protections with the same force and effect as if executed and delivered by the Employee.

#### **Part 5. Termination of Employment**

**5.1 Delivery of Documents and Data on Termination of Employment.** In the event of termination (voluntary or otherwise) of Employee's employment with the Company, Employee agrees, promptly and without request, to deliver to and inform the Company of all documents and data pertaining to his or her employment and the Confidential Information and Inventions of the Group or Clients, whether prepared by Employee or otherwise coming into his or her possession or control, and to sign the Termination Certification attached to this Agreement as Schedule C. Employee will not retain any written or other tangible material containing any information concerning or disclosing any of the Confidential Information or Inventions of the Group or Clients. Employee recognizes that the unauthorized taking of any of the Group's trade secrets is not permitted and may be a crime under the applicable law. Employee further recognizes that such unauthorized taking of the Group's trade secrets could also result in civil liability and that willful

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misappropriation may result in an award of greater damages against Employee as well as an award of the Group's attorneys' fees in collecting such damages.

**5.2 Obligations of Employee After Termination of Employment.** In the event of termination (voluntary or otherwise) of Employee's employment with the Company, Employee agrees that he or she will protect the value of Confidential Information and Inventions of the Group and Clients and will prevent their misappropriation or disclosure. Employee will not disclose or use to his or her benefit (or the benefit of any third party) or to the detriment of the Group or its Clients any Confidential Information or Invention. Employee further agrees that for a period of one year immediately following termination (voluntary or otherwise) of Employee's employment with the Company, Employee shall not interfere with the business of the Company by inducing an employee to leave the Company's employ or by inducing a consultant to sever the consultant's relationship with the Company.

#### **Part 6. Additional Provisions**

**6.1 Injunction Relief.** Because Employee's breach of this Agreement may cause the Group irreparable harm for which money is inadequate compensation, Employee agrees that the Group will be entitled to injunctive relief to enforce this Agreement, in addition to damages and other available remedies.

**6.2 Attorneys' Fees.** If any action is necessary to enforce this Agreement, the prevailing party shall be entitled to recover its attorneys' fees.

**6.3 Understanding.** Employee acknowledges and agrees that the protections set forth in this agreement are a material condition to his or her employment with and compensation by the Company.

**6.4 Amendment and Binding Effect.** This Agreement may not be amended except by an instrument in writing signed by both parties. This Agreement shall be binding on the heirs, executors, administrators, and other legal representatives and assigns of Employee, and is for the benefit of the Group and its successors and assigns.

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**6.5 Governing Law.** This Agreement shall be governed by the laws of the State of California.

**6.6 Entire Understanding.** This Agreement expresses the entire understanding of the parties about the described subject matter.

**6.7 Cumulative Remedies.** Each and all of the several rights and remedies provided for in this Agreement shall be cumulative. No one right or remedy shall be exclusive of the others or of any right or remedy allowed in law or in equity. No waiver or indulgence by the Company of any failure by Employee to keep or perform any promise or condition of this Agreement shall be a waiver of any preceding or succeeding breach of the same or any promise or condition. No waiver by the Company or any right shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

**6.8 Severability.** If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement and the application of such provision to other persons or circumstances shall be interpreted to as best to effect the intent of the parties hereto. The parties further agree to replace any such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purposes of the void or unenforceable provision.

**6.9 Nature of Employment.** Employees employed by the Company in California and elsewhere, to the extent permitted by law, are employed at will. Accordingly, to the extent permitted by law, employment and compensation can be terminated, with or without cause, and with or without notice, at any time, at the option of the Company or the Employee. Nothing contained in this Agreement shall limit or otherwise alter the foregoing. With regard to employees employed outside the United States, if the applicable law does not permit employment at will, then Employee's employment will not be at will, but instead Employee shall be deemed to employed for the shortest period of time permitted by the applicable law unless Employee and the Company expressly and in writing agree otherwise. The provisions of this Section 6.9 shall not apply in the

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event of conflict with express provisions of a separate written employment agreement executed by the Company and the Employee.

CAUTION: THIS AGREEMENT AFFECTS YOUR RIGHTS TO INVENTIONS YOU MAKE DURING YOUR EMPLOYMENT, AND RESTRICTS YOUR RIGHT TO DISCLOSE OR USE THE COMPANY'S CONFIDENTIAL INFORMATION DURING OR SUBSEQUENT TO YOUR EMPLOYMENT.

EMPLOYEE HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. EMPLOYEE HAS COMPLETELY FILLED OUT SCHEDULE A TO THIS AGREEMENT AND HAS RECEIVED A COPY OF THE WRITTEN NOTIFICATION TO EMPLOYEE CONTAINING LABOR CODE §2870.

Dated: 15 FEB 2001



(Signature of Employee)

Address for Notifications

R. PORTER  
(Name of Employee)

11 RICHMOND TERRACE  
(Street Address)

CLIFTON BRISTOL BS8 1AB  
(City, State, Zip Code)

Dated: 4/3/01

BROADCOM UK LTD

A Delaware Corporation

By: 

BROADCOM CORPORATION

A California corporation

By: 

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## SCHEDULE A. EMPLOYEE STATEMENT

**1. Confidential Information.** Except as set forth below, I acknowledge at this time that I know nothing about the business or Confidential Information or Inventions of the Company or its Clients, except information that has been disclosed to me by the Company or its Clients (if none, so state): (specify information known about the Company or its Clients)

None

**2. Prior Inventions.** Except as set forth below, I acknowledge at this time that I have not made or reduced to practice (alone or jointly with others) any inventions (if none, so state): (specify inventions)

None

**3. Conflicting Relationships.** Except as set forth below, I acknowledge that I have no other current or prior agreements, relationships, or commitments that conflict with my relationship with the Group under my Confidentiality and Inventions Assignment Agreement (if none, so state): (specify inventions)

None

Dated: 15 FEB 2001



(Signature of Employee)

R. PORTER  
(Print Name of Employee)

DO NOT FORWARD  
TO ASSIGNMENT BRANCH  
NOT FOR RECORDATION

## SCHEDULE B. WRITTEN NOTIFICATION TO EMPLOYEE

In accordance with California Labor Code §2872, you are hereby notified that your Confidentiality and Inventions Assignment Agreement does not require you to assign the Company any Invention for which no equipment, supplies, facility or trade secret information of the Company was used and that was developed entirely on your own time, and does not relate to the business of the Company or to the Company's actual or demonstrably anticipated research or development, or does not result from any work performed by you for the Company.

Following is the text of California Labor Code §2870:

"(a) any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of its state and is unenforceable."

I hereby acknowledge receipt of this written notification.

Dated: 15 FEB 2004

  
(Signature of Employee)

R PORTER  
(Print Name of Employee)